

THE STATE OF NEW HAMPSHIRE
HILLSBOROUGH COUNTY SUPERIOR COURT NORTH
DOCKET NO. 216-2021-CV-00688

ZJBV PROPERTIES LLC

V.

MAMMOTH TECH, INC.,
FORMERLY KNOWN AS CREDIT ADJUSTMENTS, INC.

COMPLAINT FOR DAMAGES

NOW COMES, ZJBV Properties LLC, a New Hampshire Limited Liability Company, with a mailing address of 300 Gay Street, Manchester, NH 03103 and complain against Mammoth Tech, Inc., formerly known as Credit Adjustments, Inc., an Ohio Corporation with a principal office at 1250 Geneva Blvd., Defiance, Ohio 43512, and says as follows:

1. Maple Valley Manchester Partners, LLC ("Maple Valley") entered into a Lease Agreement with Credit Adjustments, Inc. ("Credit Adjustments") dated on or about August, 2013 commencing on October 1, 2013 and ending on September 30, 2023 for the property located 228 Maple Street, 2nd Floor, Suite 200, Manchester, New Hampshire ("Premises").
2. The Lease Agreement is a Triple Net Lease with Annual Base Rent in year 1 in the amount of \$36,510.50.
3. On March 13, 2015 Maple Valley and Credit Adjustments entered into a First Amendment which made changes to the term which now extended to December 31, 2025, added Suite 400 to Premises and added Annual Base Rent for Suite 400 at \$39,923.70 for Year 1.

4. Maple Valley assigned its rights in said Lease Agreement to Velagala Estates, LLC regarding Premises.

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5. On March 1, 2018, Velagala Estates, LLC entered a Second Amendment with Credit Adjustments which again expanded the Premises to include Suite 300 and added Annual Base Rent for Suite 300 at \$19,488.00 in Year 1.

6. On April 3, 2019 Velagala Estates, LLC assigned its interest in Lease Agreement dated on or about August, 2013 as Amended by First Amendment dated March 13, 2013 and as Amended by Second Amendment dated March 1, 2018 ("Lease with Amendments") to ZJBV Properties, LLC ("ZJBV Properties") regarding Premises.

7. On April 5, 2021, Credit Adjustments filed an Amended Certificate of Authority for Profit Foreign Corporation stating that Credit Adjustments, Inc. changed its name to Mammoth Tech, Inc. ("Mammoth Tech").

8. By letter dated August 4, 2021 Counsel for Credit Adjustments notified ZJBV Properties that it was vacated the Premises and terminating rent payments effective August 31, 2021.

9. The termination by Credit Adjustments alleged a breach of claimed HVAC maintenance obligations of ZJBV Properties.

10. ZJBV Properties disputes that it breached any claimed HVAC maintenance obligations.

11. Credit Adjustments had substantially vacated the Premises due to COVID long before August 31, 2021.

COUNT I (BREACH OF CONTRACT)

12. ZJBV Properties reincorporates the allegations of Paragraphs 1 to 11 herein.

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13. Mammoth Tech wrongfully and without justifiable cause terminated the Lease with Amendments.

14. Mammoth Tech breached its obligations under Lease with Amendments by failing to pay monthly rent commencing on October 1, 2021 in the amount of \$18,370.48.

15. Due to Mammoth Tech's breach of Lease with Amendments, ZJBV Properties has suffered damages including, but not limited to, back rent, CAM charges due through December 31, 2025, late charges, reasonable attorneys' fees and all other expenses that ZJBV Properties is entitled to recover under the terms of Lease with Amendments.

WHEREFORE, ZJBV Properties, LLC respectfully requests that this Honorable Court grant the following relief:

A. Find that Mammoth Tech, Inc., formerly known as Credit Adjustments, Inc. breached the parties' Lease Agreement as twice amended by failing to pay rent and other charges due for October 1, 2021 through the end of the term of the Lease.

B. Enter Judgment against Mammoth Tech, Inc. for all damages incurred by ZJBV Properties, LLC including for base rent, CAM charges, late fees, reasonable attorneys' fee and all other expenses that ZJBV Properties, LLC is entitled to recover under the terms of the parties Lease Agreement as twice amended.

C. For such other and further relief as this Court deems just and necessary.

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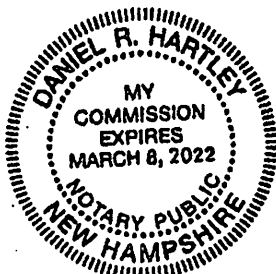
Respectfully submitted,
ZJBV PROPERTIES, LLC

Dated: November 5, 2021


BRIAN J. THIBEAULT, Manager

THE STATE OF NEW HAMPSHIRE
ROCKINGHAM COUNTY, SS.

Subscribed and sworn to before me on this 5th day of November, 2021,
by Brian J. Thibeault, Manager of ZJBV Properties, LLC, and acknowledged the
foregoing to be true to the best of his knowledge and belief.




Notary Public

Printed Name: Daniel R. Hartley

My Commission expires: 3/8/2022

Seal

Attorneys for the Plaintiff
ZJBV PROPERTIES, LLC
CASASSA LAW OFFICE

By: 

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NH Bar # 8792

Merrimack County Sheriff's Office

DAVIDA. CROFT
333 Daniel Webster Hwy
Boscawen, NH 03303
Phone: 603-796-6600

MAMMOTH TECH, INC FKA CREDIT ADJUSTMENTS, INC
2 1/2 BEACON ST 141
CONCORD, NH 03301

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AFFIDAVIT OF SERVICE

MERRIMACK, SS

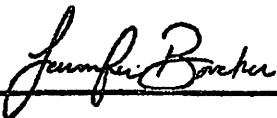
DATE: November 17, 2021

I, DEPUTY JENNIFER L BOUCHER, on this day at 1419 a.m. (p.m.),
summoned the within named defendant MAMMOTH TECH, INC., F/K/A CREDIT
ADJUSTMENTS INC., by leaving at the office of Registered Agent Business
Filings Incorporated, 2 1/2 Beacon Street, Ste 141, Concord, said County
and State of New Hampshire, its true and lawful agent for the service of
process under and by virtue of Chapter 293-A, NH RSA as amended, a true and
attested copy of this Summons in a Civil Action with Notice of Defendant
and Complaint for Damages.

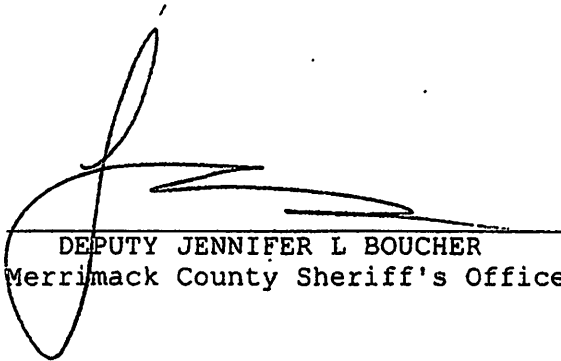
FEES

Service	\$30.00
Postage	1.00
Travel	15.00
TOTAL	\$46.00

A TRUE COPY ATTEST:



DEPUTY BOUCHER
Merrimack County Sheriff's Office


DEPUTY JENNIFER L BOUCHER
Merrimack County Sheriff's Office